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Jackson County, NC
Joe Hamilton Register of Deeds
BK 1744 PG 178-199

STATE OF NORTH CAROLINA
COUNTY OF JACKSON
AMENDED AND RESTATED DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
WOLF LAKE SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS is made this the 8th day of May, 2008, by WOLF LAKE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, hereinafter referred to "Association", joined by EDWARD O. TILFORD, an unmarried widower, LAURA R. GREEN, WILLIAM M. BURRELL, O'NEAL MCCALL, single, TERENCE HOWARD TOWE and wife, JILLIAN ANN TOWE, ALVIN S. RAPP and wife, MARY ANN RAPP, PAUL MARSHALL and wife, ELIZABETH MARSHALL, PATRICK JOHNSON and wife, EMILY JOHNSON, DONALD P. MATHIAS, Trustee of the Donald P. Mathias Revocable Trust u/a/d 11/6/1995, WILLIAM C. LOSCH and wife, JENNIFER M. LOSCH, MICHAEL R. WEBB and wife, JOAN OELRICH WEBB, LOUIS PEROS, single, STANMORE B. MARSHALL and wife, MOZELLE R. MARSHALL, hereinafter referred to collectively as "Owners".

WITNESSETH:

THAT, by recording a Declaration of Restrictive Covenants for Wolf Lake Subdivision in Book 1056, Page 303, Jackson County Registry, to which reference is specifically made, the Declarant, Edward O. Tilford, attempted to subject certain real property, as described therein, to said Declaration; and

WHEREAS, the aforesaid property was owned by Edward O. Tilford and wife, Barbara F. Tilford, who failed to join in the execution of the above-referenced document; and

WHEREAS, all of the Owners desire to record and to subject their property to the provisions of this Amended and Restated Declaration of Protective and Restrictive Covenants for Wolf Lake Subdivision, and to adopt the provisions of Chapter 47F of the North Carolina General Statutes (the "Act"); and

WHEREAS, the Association agrees to comply with the provisions of this Declaration and the Act;

NOW, THEREFORE, WITNESSETH, THAT the Association and all of the Owners hereby declare that all of the Property described in Exhibit "A," attached hereto and incorporated herein by reference, shall be held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to the provisions of Chapter 47 F of the North Carolina General Statutes and subject to the following covenants, conditions, restrictions and easements which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions and easements shall run with the land and be binding upon all persons having or acquiring any right, title or interest in the above-described property or any part thereof, and shall insure to the benefit of each Owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration the following definitions shall control:

Section 1. "Articles of Incorporation" means the Articles of Incorporation of WOLF LAKE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation.

Section 2. "Assessment" means all fees, charges, late charges, fines, interest, and other charges levied by the Association.

Section 3. "Association" means WOLF LAKE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation.

Section 4. "Board" means the Board of Directors of the Association.

Section 5. "Bylaws" means the Bylaws of the Association as amended from time to time.

Section 6. "Common Areas" means the roads, and all other real property interests owned by the Association or designated as being for the common use and enjoyment of the Members of the Association.

Section 7. "Declaration" means this instrument, together with those exhibits which are attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 8. "Lot" means any numbered Lot designated on any recorded plat of property that has been subjected to this Declaration.

Section 9. "Member" means the individual designated by an Owner to be a Member of the Association.

Section 10. "Owner" means any person, corporation or legal entity that owns fee simple title to any Lot.

Section 11. "Person" means a person or persons, firm, corporation or other legal entity.

Section 12. "Plat" means any map of the Declaration Property or portions thereof, which is on record in the Jackson County Registry.

Section 13. "Property" or "Declaration Property" means that certain real property described in Exhibit "A" hereto.

Section 14. "Residence" means the single-family dwelling located upon a Lot.

Section 15. "Single-family dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage, or legal adoption or, alternately, a group of not more than four (4) persons not so related who shall maintain a common household in such dwelling.

II. PROPERTY SUBJECT TO THIS DECLARATION.

The Property described in Exhibit "A," attached hereto, is the Property hereby declared to be held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to this Declaration.

III. OWNER'S RIGHT AND EASEMENT OF ENJOYMENT IN THE COMMON AREAS.

The non-exclusive right to use all roadways and common areas within the Declaration Property shall be an appurtenance to each Lot within said property, except that the owners of Lots 1, 2, 4, 6A, 6B, 7, 8B and 13 shall have no right to use the common dock situated on the shoreline of Lot 20, the lakefront common area lot, and every Owner shall have a right and easement of enjoyment in and to said roads in common with all other Owners, subject to:

1. All Association rules and regulations governing the use and enjoyment of the roads and common areas;

2. The right of the Association to establish easements over the roads and common areas for service to or in favor of any private or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers, sewer lines, water lines and pipes, cable television lines or hook-ups or any other utility services serving any Lots within the Declaration Property;

3. All provisions of this Declaration not enumerated above, and all restrictions and provisions contained on the plats of the Property.

IV. THE ASSOCIATION; ADMINISTRATION, MAINTENANCE AND IMPROVING OF ROADS AND COMMON AREAS; FINANCIAL RESPONSIBILITY OF OWNERS THEREFOR; AGREEMENT FOR ASSESSMENTS AND ENFORCEMENT THEREOF.

Section 1. General. The Association is a North Carolina non-profit corporation organized to further and promote the common interests of Owners. The Association shall have such powers as are set forth in Section 47F-3-102 of the General Statutes and in its Articles and Bylaws.

Section 2. Membership. The Membership to the Association shall consist of Members, as defined in Article I, Section 9. When the Owner is more than one person, a corporation, a partnership, a trust, a limited liability company, or other entity, said Owner shall designate, in writing, one natural person to be the Member, as follows: Multiple Owners shall designate one of the individual Owners; a corporation shall designate either its president or vice president; a partnership shall designate a general partner; the trustee of a trust shall designate a trustor, a trustee or a primary beneficiary; a limited liability company shall designate one of its Members or its manager.

Section 3. Class of Members. There shall be one class of members.

Section 4. Associate Members. The immediate family of the Member, designated in accordance with the provisions of this Section 4, above, shall be considered "Associate Members", and shall have the right to use amenities and to hold office, but shall not have the right to vote. (For purpose of this Section 4, a family Member is the spouse of a Member or a child of a Member who is less than twenty-three (23) years of age and residing with the Member or at an institution of higher learning).

Section 5. Votes. Each Member shall be entitled one vote for each Lot it owns.

Section 6. Board of Directors. The affairs of the Association shall be governed by the Board of Directors, as set forth in the Bylaws.

Section 7. Administration, Maintenance and Improvement. The Association shall be responsible for the administration, maintenance and improvement of the roads and common areas in Wolf Lake Subdivision. Membership in the Association shall consist exclusively of all the Owners or Members designated by Owners in said planned community. The Owners of all of the lots in Wolf Lake Subdivision, except for the owners of Lots 1, 2, 4, 6A, 6B, 7, 8B and 13, shall have the right to use the common dock situated on the shoreline of Lot 20, which is the lakefront common area lot. All owners of lots shall have the right to use the lakefront common area lot pursuant to the rules and regulations established by the Association and shall be responsible for the maintenance and/or improvement thereof. The Association shall have the powers enumerated in Section 47F-3-102 of the General Statutes. The management of the Association shall be by a Board of Directors, pursuant to Section 47F-3-103 of the General Statutes.

Section 8. Financial Responsibility of Owners; Assessments by Association. The Owners are responsible for providing funds necessary to the Association to carry out the above purposes. The Association shall prepare an annual budget, and shall assess each Owner as provided herein for its pro rata share of such expenses.

Section 9. Assessments; Personal Obligations of Owners; Creation of Lien. The owners are responsible for providing funds necessary to the Association to carry out the aforesaid responsibilities. The Association shall prepare an annual budget, and shall assess each owner at a uniform rate, except as expressly set forth in provisions of this Article IV. Each Owner hereby covenants, and each Owner of

any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant (which covenant shall run with the land and be binding on every Owner), and agrees to pay to the Association:

- A. Annual Assessments for administration and maintenance.
- B. Annual Assessments for capital improvements.
- C. Special Assessments for administration, maintenance and capital improvements.
- D. A "subdivision impact" Assessment to be due and payable at the time the Board approves a request by the Owner of a Lot to re-subdivide said Lot and a plat showing the proposed re-subdivision of said Lot into two (2) or more Lots.
- E. An "impact" Assessment for abnormal road usage during the construction of improvements, to be due and payable at the time a building permit is issued for construction on any Lot.
- F. An Assessment or fine for damage to or destruction of Association property by a Member or guest of a Member, said damage or destruction not to include ordinary wear and tear.
- G. An Assessment or fine levied by the Board for failure by Owner to comply with the rules and regulations of the Association or failure to pay any other Assessment or fine levied by the board.

Section 10. Budget. The Board of Directors shall adopt a proposed annual budget for the planned community, which budget shall contain a separate line item for the costs attributable to the maintenance of the dock situated on the shoreline of Lot 20, and, within thirty (30) days thereof shall provide to all Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The meeting shall be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. The budget shall be deemed ratified unless at that meeting a majority of all the Owners vote at the meeting to reject the budget.

Section 11. Amount of Assessments. The Board of Directors shall fix the amount of the annual assessment and the "impact" and "subdivision impact" assessment at least thirty (30) days in advance of each annual assessment period. The assessment for the owners of Lots 1, 2, 4, 6A, 6B, 7, 8B and 13 will be adjusted to reflect that said lots do not share in the maintenance of the common dock situated on the shoreline of Lot 20, which is the lakefront common area lot. All owners of lots shall have the right to use the lakefront common area lot pursuant to the rules and regulations established by the Association and shall be responsible for the maintenance and/or improvement thereof. Written notice of annual and special assessments shall be sent to each Owner at the address last given by Owner or Member to the Association. The due dates shall be established by the Board of Directors. The Association shall upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 12. Effect of Non-Payment of Assessments; Remedies of the Association; The Personal Obligation of Owner; The Lien.

a. Any assessment levied against a Lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that Lot when a claim of lien is filed of record in the office of the clerk of superior court in the manner provided in the North Carolina General Statutes, Section 47F-3-116. All fees, charges, late charges, and other charges imposed by the Association pursuant to this Declaration are enforceable as assessments. Except as provided in subsections (a1) of this section, the Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes. The Association shall have any other remedy available under the law.

(a1) The Association may not foreclose an assessment lien under Article 2A of Chapter 45 of the General Statutes if the debt securing the lien consists solely of fines imposed by the Association, interest on unpaid fines, or attorneys' fees incurred by the Association. The Association, however, may enforce the lien by judicial foreclosure as provided in Article 29A of Chapter 1 of the General Statutes.

b. If any assessment against a Lot is not paid by the due date, the Association may impose reasonable charges for late payment, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid, and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association (except rights

of access to lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer.

c. If any delinquent assessment is not paid within thirty (30) days from the date of the notice of assessment and is placed in the hands of an attorney for collection, there shall be added to the amount due all costs of collection including reasonable attorney's fees. The Owner may not be required to pay attorneys' fees and court costs until the Owner is notified in writing of the Association's intent to seek payment of attorneys' fees and court costs. The notice must be sent by first-class mail to the property address and, if different, to the mailing address for the Owner in the Association's records. The notice shall set out the outstanding balance due as of the date of the notice, and state that the Owner has fifteen (15) days from the mailing of the notice to pay the outstanding balance without the attorneys' fees and court costs. If the Owner pays the outstanding balance within this period, then the Owner shall have no obligation to pay attorneys' fees and court costs.

Section 13. Owner May Not Escape Liability by Non-use of Roads, and/or Common Areas. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roads and/or common areas or abandonment of his Lot, except for the owners of Lots 1, 2, 4, 6A, 6B, 7, 8B and 13, as set forth in Section 11, above, which do not have the right to use the dock situated on the shoreline of Lot 20 and have no duty to pay Assessments attributable to the maintenance and improvement of said dock.

Section 14. Privileges of Members. Members shall have a license to use the Common Areas subject to the provisions of this Declaration, and subject to such other rules and conditions as may be established by the Board, and shall have the right to cast a vote on Association matters.

Section 15. Fines or Suspension of Privileges of Membership. A hearing shall be held before the Board of Directors to determine if any owner should be fined or if planned community privileges or services should be suspended. The owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. The Board may suspend the license of any member to use the Common Areas (except access roads) or to vote on Association matters. The Board, without further hearing, may Levy a fine upon any member pursuant to the above-described procedure for a violation of the Bylaws or the Rules and Regulations of the Association. A fine imposed by the Board shall not exceed one hundred dollars (\$100.00) for each day more than five days that a violation continues after the decision by the Board. Said fine shall be an assessment secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

V. RESTRICTIONS ON USE.

Section 1. Use of Lots Restricted to Residential Purposes. No Lot shall be used except for one single-family dwelling, a guest house for bona fide, non-paying guests of the occupant of the Residence, and one detached out building. There shall be no commercial activity that requires one or more employees conducted on any Lot. Rentals made in accordance with the North Carolina Vacation Rental Act shall not be considered commercial activity.

Section 2. Site Location. Residences and all additional building and improvements shall be reasonably located on each Lot in a manner which shall not encroach on the privacy of the adjacent Lots or roads.

Section 3. Minimum Square Footage Requirement. No main dwelling shall have less than two thousand (2,000) square feet of finished, enclosed, heatable living area. No guest house shall have less than five hundred (500) square feet of finished, enclosed, heatable living area.

Section 4. Completion of Construction. Construction and improvements, once commenced, shall be completed within sixteen (16) months. Improvements not so completed, or which have been partially or totally destroyed and not rebuilt or cleaned away so as to leave a neat and tidy appearance within twenty-four (24) months, shall be deemed a nuisance. If deemed a nuisance, the Association shall have the right to rectify said nuisance, and shall have the right, but shall not be obligated, to complete the construction, rebuild or clear the lot to leave a neat and tidy appearance, and the costs of such undertakings shall be a special assessment against the Lot Owner and the Lot. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from its actions to so rectify any nuisance.

Section 5. Maintenance of Lots and Improvements. All Lots, whether occupied or unoccupied, and all improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right to rectify such offensive situations, and the costs of such undertaking shall be a special assessment against the Lot Owner and the Lot. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from its actions to so rectify any offensive situations.

Section 6. Burning of Garbage, Trash or Rubbish. The burning of garbage, trash or refuse on any Lot is prohibited.

Section 7. Storage of Garbage, Trash or Rubbish. No Owner shall accumulate or store on his Lot any junk vehicles, building materials (except during construction of improvements on said Lot), tractor-trailer trucks, trailers, or other items that detract from the appearance of the planned community.

Section 8. Prohibited Structures. No manufactured home, travel trailer, mobile home, relocatable dwelling, tent, lean-to or other such structure may be placed or erected on any Lot except that temporary structures such as trailers may be permitted by the Committee when used in the process of erection of improvements on said Lot.

Section 9. Re-subdivision of a Lot. No original Lot shall be subdivided so as to create any parcel less than seven hundredths (.70) acre in area. The plat of any permissible subdivided parcels must be approved by the Board and, prior to the recordation of said plat, Owner shall pay the applicable impact fee as described in Article IV, hereinabove.

Section 10. Access to Lots. There shall be no access to any Lot except from designated roads as shown on any of the plats referenced in Exhibit "A", and/or existing subdivision access roads, if said roads are not delineated on any plat. No Owner may grant a right-of-way through his Lot for the purpose of affording access to property not within Declaration Property.

Section 11. Animals. No animals other than those usually considered to be household pets shall be kept or maintained on any Lot, and such pets shall be kept reasonably confined so as to not become a nuisance.

Section 12. Camping. Overnight camping on any Lot is prohibited.

Section 13. Recreational Vehicles, Boats, and Trailers. Boats and trailers shall be permitted on Lots, provided, however, that said vehicles shall be reasonably located on each Lot in a manner which shall not encroach on the privacy of the adjacent Lots or roads. No Recreational Vehicles shall be permitted on Lots.

Section 14. All Terrain Vehicles. No motorcycle, motor bicycle, "dirt bike", "4-Wheeler", "off-road vehicle" or other such vehicle shall be operated on any Lot or roadway in Declaration Property. (Since one of its purposes is to limit noise, this restriction shall be broadly construed to include all such vehicles, notwithstanding the number of wheels.) Motorcycles used only for ingress and egress to Lots are permitted as are motorized golf carts, A.T.V.s, "Mules", and/or "Rangers" when used only for ingress and egress to Common Areas and trails specifically designated for use by such vehicles, and on individual Lots by the Owners of said Lots.

Section 15. Drainage of Surface Water. Each Owner shall have the duty to keep drainage ditches and culverts located on his Lot free, unobstructed and in good repair, and to install on his Lot such culverts as are reasonably required for proper drainage. Each Owner shall have the duty to control erosion caused by improvements of his Lot, so as to prevent pollution of streams, lakes and ponds.

VI. EASEMENTS.

Section 1. Reservations of Easements. The following easements over each Lot and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to Association.

(a) Utilities. A strip forty-five (45) feet wide, the centerline of which is the centerline of

all existing roadways in the subdivision, for the installation, maintenance and operation of utilities, including radio and television transmission cables and the accessory right to locate guy wires, braces and anchors or to cut, trim or remove trees and plantings wherever necessary within said easement areas in connection with such installation, maintenance and operation;

(b) Roadways. A strip forty-five (45) feet wide, the centerline of which is the centerline of all existing roadways in the subdivision, for the purposes of improving, paving, maintaining, repairing and/or replacing the existing roads, constructing, maintaining, repairing and/or replacing ditches, swails and other improvements required for the proper drainage of water from the roadways.

(c) Other Easements. Any other easements shown on plats of any Lots.

Section 2. Use of and Maintenance by Owners. The areas of any Lots affected by the easements reserved herein shall be maintained continuously by the Owner of such Lot with the exception of the actual roadways, which shall be maintained by the Association. No structures, plantings or other materials shall be placed or permitted to remain within the easement areas, and no other activities shall be undertaken thereon that might damage or interfere with the use of said easements for the purposes herein set forth. Easement areas shall be maintained by the Owner except areas for which a public authority or utility company is responsible.

Section 3. Limitation on Liability for Use of Easement. No Owner shall have any claim or cause of action against Declarant or its licensees arising out of exercise or non-exercise of any easement reserved hereunder or shown on the plat.

VII. GENERAL PROVISIONS.

Section 1. Covenants Run with Land. All covenants, conditions, restrictions and easements contained in this Declaration shall constitute covenants that run with land.

Section 2. Grantee's Acceptance. Each Owner of any Lot, by acceptance of title thereto, or by the execution of a contract for the purchase thereof, shall accept such title or contract subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges, and immunities of Declarant and of the Association. Such Owner or contracting party, for himself, his heirs, assigns, and successors, covenants, consents and agrees to and with the Declarant, the Association and the Owner of each other Lot to keep, observe, comply, and perform the covenants, conditions and restrictions contained in this Declaration.

Section 3. Variances. The Board may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof would result in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other Lots.

VIII. REMEDIES.

Section 1. Enforcement. The Association and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuance, or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

Section 2. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

Section 3. Effect of Waiver of Violation. No waiver of a breach or violation of any of the covenants, conditions, restrictions and easements in this Declaration shall be construed as a waiver of any succeeding breach of the same covenant, conditions, restriction and waiver.

X. TERM AND AMENDMENT.

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in Declaration Property until January 1, 2025, A.D., after which time they shall be automatically extended for successive periods of ten (10) years unless affirmative vote of eighty percent (80%) of the voting members of the Association decide to the contrary.

The Declaration may be amended by a vote of sixty-seven percent (67%) of votes eligible to be cast by Association members entitled to vote and by the subsequent recordation of an amendment to this Declaration duly executed by the Association, and such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such amendment, certified by the Secretary of the corporation.

XI. GENDER.

Wherever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, WOLF LAKE PROPERTY OWNERS ASSOCIATION, INC., has caused this instrument to be executed and its corporate seal to be affixed all by order of its Board of Directors duly given, and the Owners have hereunto set their hands and seals this the day and year first above-written.

WOLF LAKE PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]

President

STATE OF NC
COUNTY OF Haywood

I, a Notary Public of Haywood County and State aforesaid, certify that Joan Delrich Webb personally came before me this day and acknowledged that he/she is ✓ president of WOLF LAKE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that he/she, as ✓ president, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 1 day of November, 2007.



[Signature]
Notary Public
KAREN MORROW
(Printed Name of Notary)

My Commission Expires: 11-24-09

(OWNERS SIGNATURES AND NOTARIES ON FOLLOWING PAGES)

Edward O. Tilford (SEAL)
EDWARD O. TILFORD

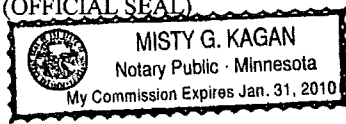
STATE OF Minnesota

COUNTY OF Dakota

I, a Notary Public of Dakota County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: EDWARD O. TILFORD.

DATE: 11-26-07

(OFFICIAL SEAL)



Misty G. Kagan
Notary Public
Misty G. Kagan
(Printed Name of Notary)

My Commission Expires Jan 31, 2010

Laura R. Green (SEAL)
LAURA R. GREEN

STATE OF North Carolina
Transylvania
COUNTY OF Transylvania

I, a Notary Public of Transylvania County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: LAURA R. GREEN.



April 9, 2008

Susan Breedlove
Notary Public

Susan Breedlove
(Printed Name of Notary)

My Commission Expires: May 18, 2010


WILLIAM M. BURRELL (SEAL)

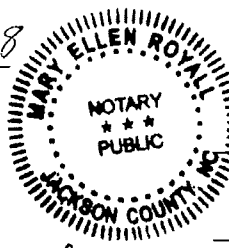
STATE OF North Carolina

COUNTY OF Jackson

I, a Notary Public of Jackson County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: WILLIAM M. BURRELL.

DATE: 5-6-08

(OFFICIAL SEAL)




Notary Public

Mary Ellen Royall
(Printed Name of Notary)

My Commission Expires: November 2, 2010

O'Neal McCall (SEAL)
O'NEAL MCCALL, single

STATE OF Tennessee
COUNTY OF Giles

I, a Notary Public of Giles County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: O'NEAL MCCALL, single.

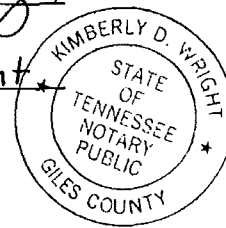
DATE: 4-17-08

(OFFICIAL SEAL)

Kimberly D. Wright
Notary Public

Kimberly D. Wright
(Printed Name of Notary)

My Commission Expires: 3-22-11



Terence Howard Towe (SEAL)
TERENCE HOWARD TOWE

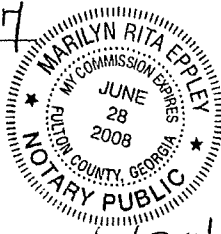
Jillian Ann Towe (SEAL)
JILLIAN ANN TOWE

STATE OF Georgia
COUNTY OF Fulton

I, a Notary Public of Fulton County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: TERENCE HOWARD TOWE and wife, JILLIAN ANN TOWE.

DATE: 12/8/07

(OFFICIAL SEAL)



Marilyn R Eppley
Notary Public

Marilyn R Eppley
(Printed Name of Notary)

My Commission Expires: 6/28/08

ALVIN S. RAPP (SEAL)
MARY ANN RAPP (SEAL)

STATE OF Texas

COUNTY OF Harris

I, a Notary Public of Texas Harris County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: ALVIN S. RAPP and wife, MARY ANN RAPP.

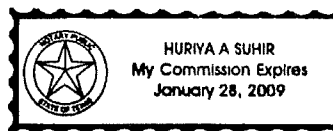
DATE: 1/16/2008

(OFFICIAL SEAL)

Huriya A. Suhir
Notary Public

Huriya A. Suhir
(Printed Name of Notary)

My Commission Expires: 1/28/2009



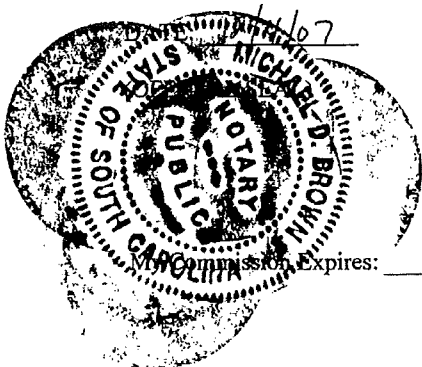
Paul Marshall (SEAL)
PAUL MARSHALL

Elizabeth Marshall (SEAL)
ELIZABETH MARSHALL

STATE OF South Carolina

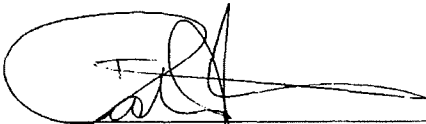
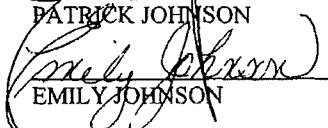
COUNTY OF Anderson

I, a Notary Public of Anderson County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: PAUL MARSHALL and wife, ELIZABETH MARSHALL.



Michael D. Brown
Notary Public

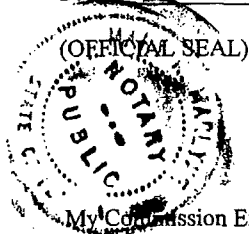
Michael D. Brown
(Printed Name of Notary)

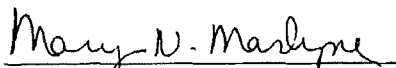

_____(SEAL)
PATRICK JOHNSON

_____(SEAL)
EMILY JOHNSON

STATE OF Florida
COUNTY OF Pinellas

I, a Notary Public of Pinellas County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: PATRICK JOHNSON and wife, EMILY JOHNSON.

DATE 11-26-2007





Notary Public

MARY N. MARLYNE

(Printed Name of Notary)

NOTARY PUBLIC - FLORIDA
MARY N. MARLYNE
Commission #DD623863
Expires: JAN. 23, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Donald P Mathias (SEAL)
DONALD P. MATHIAS, Trustee of the Donald P.
Mathias Revocable Trust u/a/d 11/6/1995

STATE OF Florida
COUNTY OF Pinellas

I, a Notary Public of Pinellas County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: DONALD P. MATHIAS, Trustee of the Donald P. Mathias Revocable Trust u/a/d 11/6/1995.

DATE: 11/6/07


(OFFICIAL SEAL)



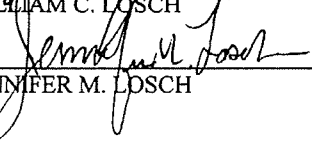
Kathleen L McClafferty
Notary Public

KATHLEEN L MCCLAFFERTY
(Printed Name of Notary)

My Commission Expires: 9/1/2010



WILLIAM C. LOSCH (SEAL)



JENNIFER M. LOSCH (SEAL)

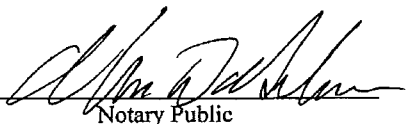
STATE OF Florida

COUNTY OF Pinellas

I, a Notary Public of Pinellas County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: WILLIAM C. LOSCH and wife, JENNIFER M. LOSCH.

DATE: 3-5-08


(OFFICIAL SEAL)



Notary Public

ALISON DASILVA
(Printed Name of Notary)

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA

 **Alison Dasilva**
Commission #DD457418
Expires: SEP 22 2009
Bonded Third Atlantic Bonding Co., Inc.

Michael R. Webb (SEAL)
MICHAEL R. WEBB
Joan Oelrich Webb (SEAL)
JOAN OELRICH WEBB

STATE OF NC

COUNTY OF Haywood

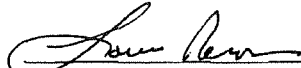
I, a Notary Public of Haywood County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: MICHAEL R. WEBB and wife, JOAN OELRICH WEBB.

DATE: 11-1-07



Karen Morrow
Notary Public
KAREN MORROW
(Printed Name of Notary)

My Commission Expires: 11-24-09

 (SEAL)
LOUIS PEROS, single

STATE OF Florida
COUNTY OF Volusia

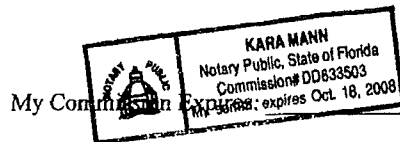
I, a Notary Public of Volusia County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: LOUIS PEROS, single.

DATE: 12/3/07

(OFFICIAL SEAL)


Notary Public

Kara Mann
(Printed Name of Notary)



Stanmore B. Marshall (SEAL)
STANMORE B. MARSHALL

Mozelle R. Marshall (SEAL)
MOZELLE R. MARSHALL

STATE OF South Carolina

COUNTY OF Anderson

I, a Notary Public of Anderson County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: STANMORE B. MARSHALL and wife, MOZELLE R. MARSHALL.

DATE: November 30, 2007



Elizabeth G. Marshall
Notary Public

Elizabeth G. Marshall
(Printed Name of Notary)

My Commission Expires: 8/11/2010

EXHIBIT "A"
TO THAT CERTAIN
AMENDED AND RESTATED DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
FOR WOLF LAKE SUBDIVISION

BEING ALL of that certain parcel of land, containing 58.03 acres, as shown on a plat thereof recorded in Plat Cabinet 9, Slide 763, as revised and recorded on a plat thereof recorded in Plat Cabinet 9, Slide 775, Jackson County Registry, to which reference is specifically made, which said parcel of land has been subdivided into Lots 1, 2, 3, 4, 6A, 6B, 7, 8A, 8B, 9, 10, 11A, 11B, 12A, 12B, 12C, 13, 14, 15 and 20, Wolf Lake Subdivision.

REGISTERED..

DECLARATION OF RESTRICTIVE COVENANTS
WOLF LAKE SUBDIVISION

Dated _____
State Of North Carolina
County of Jackson

This instrument was
prepared by
Ornel McCall

WITNESSETH:

ARTICLE I

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Jackson County, North Carolina, and is more particularly described as follows: Being 58.03 Acres as more fully shown on that certain plat prepared by Barry L. Collins NC Registered Land Surveyor dated 7-8-99 and recorded in the Office of the Register of Deeds of Jackson County, North Carolina, in Plat Cabinet 9 Slide 775.

ARTICLE II

The real property described as Wolf Lake Subdivision hereof is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced.

ARTICLE III

No lot shall be used except for residential and recreational purposes. No swine, livestock or poultry shall be raised or bred on any lot, however horses, ponies and household pets such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes. Improvements constructed for the maintenance of animals shall be kept in good repair and must conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to an existing dwelling. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot with the exception of any pre-existing structures.

No residence shall be, erected, constructed, maintained or used or permitted to remain on any Lot of not less than 1,200 square feet and must be single family dwellings. Second residence shall be permitted if said lot and dwelling is sufficient to meet State and County building and health codes. Once construction is begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.

No more than two detached outbuildings may be constructed on any Lot. Said outbuildings shall be only for the purposes of stable for horses, housing boats, cars, RVs, as well as lawn and garden equipment. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top, and with some sort of door which would thus close in all four sides of the building.

There shall be no single-wide mobile homes, no double-wide mobile homes or buses situated on any Lot as a residence or for storage, either temporarily or permanently.

ARTICLE IV

No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot and no tractor-trailer type trucks, house trailers, or mobile homes may be stored or regularly parked on any Lot. . No junk or unsightly vehicles of any type or description or unsightly outbuildings may be placed upon said Lot.

REGISTERED

ARTICLE V

No Lot shall be used for ingress or egress to any properties not part of this Subdivision other than those authorized to do so. Developer does hereby reserve unto itself the right to use any Lot prior to it being sold to a third person, for ingress or egress to any other adjoining property.

ARTICLE VII

No structure, other than a fence, may be built within fifteen (15) feet of any property line.

ARTICLE VIII

Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over all side Lot lines and Lot lines along any road in said Subdivision. In addition, the property described in Article I hereof is subject to easements, setbacks and road rights-of way. All new utilities must be underground. Developer hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same, over and across any unsold or to grant any easements or rights-of-way therefor, together with the right of ingress and egress for the purpose of installing and maintaining the same, over and across any unsold lots still owned by the Developer.

ARTICLE IX

This development is not a campground. Lot owners, however, are permitted to camp on their own property for no more than two consecutive weeks in professionally manufactured equipment, provided the camping equipment is not left on any Lot for more than thirty (30) consecutive days and is not in violation of any local ordinance. Permanent residence of any type of camping equipment is strictly forbidden.

ARTICLE X

The roadways and rights-of-way constructed throughout the Subdivision are for the common use of the grantor, Lot owners and their respective heirs, successors or assigns.

ARTICLE XI

Every Lot shall be subject to assessment for maintenance and expenses as listed below. The annual assessment for each Lot owner of WOLF LAKE Subdivision shall be the sum of One Hundred and no/100 Dollars (\$100.00) per Lot, per year. The funds shall be known as the "The WOLF LAKE Subdivision Maintenance Fund". Developer shall be exempt from any and all assessments for any Lot owned by Developer, either now or in the future. The annual maintenance assessment may be increased at any time by an affirmative vote of seventy-five percent (75%) of Lot owners excluding Developer.

The WOLF LAKE Subdivision Maintenance Fund shall be owned jointly by all the Lot owners of the property in WOLF LAKE Subdivision, and shall be used only for:

- a. road maintenance expenses;
- b. administration costs for the enforcement thereof.
- c. upkeep and maintenance of the common access area to WOLF LAKE Subdivision.
- d. the payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document.

There shall be created for the purpose of holding and administering such funds, "The WOLF LAKE Property Owners Association, Inc." A North Carolina non profit Corporation, which shall have the power to file a lien against the property pursuant to the N.C.A.S. Chapter 41F, with the Register of Deeds of Jackson County a notice if an assessment has not been paid by February 1 of any year, and such lien shall continue until the assessment is paid. The WOLF LAKE Property Owners Association, Inc. shall be

comprised of all Lot owners and Developer which shall be entitled to two votes for each Lot owned. All decisions shall be made by a majority vote (except that a three-fourths (3/4) majority shall be necessary for the levy of increased or special assessments, or expenditure of monies), at a meeting of the Lot owners held after a reasonable notice to all such Lot owners. The Property Owners Association, Inc. shall organize, elect officers, and operate freely within the restrictions herein contained. Developer, either through its employees or agents or assigns, will administer the Association, Inc. until seventy-five (75%) percent of all Lots have been sold. Following the sale of seventy-five (75%) percent of the Lots, The WOLF LAKE Property Owners Association, Inc. will elect its own administrators of the Association. Lot Owners, by virtue of ownership of a lot in Wolf Lake Subdivision shall be members of Wolf Lake Property Owners Association, Inc. and such membership shall be an appurtenance to each lot the benefits and burdens which cannot be severed from the fee to which they are appurtenant, and that said benefits and burdens shall run perpetually with the land.

When seventy-five (75%) percent of the Lots in the WOLF LAKE Subdivision have been sold, The WOLF LAKE Property Owners Association, Inc. does hereby agree that it will take over any and all maintenance of the roads. The Developer does hereby agree that it will convey, by quitclaim deed, any and all interest it may have in any and all roads shown on the above referred to subdivision plat of WOLF LAKE Subdivision, to the Property Owners Association, Inc. and the Property Owners Association, Inc. agrees to accept the deed and ownership.

No work will be undertaken- where-projected costs exceed \$500.00 until the consent of 75% of owners of Wolf Lake Subdivision, is obtained.

All maintenance and upkeep of the private roads will be done on the basis of competitive bids and only as required on demand of one or more of the property owners serviced by the private road.

Any damage by driveway connections to the private road shown upon said plats, or to the ditches or shoulders of the road, or to the flow of drainage water along the said road shall be repaired at the expense of the owners connecting such driveways, within fourteen (14) days of notification.

ARTICLE XII

There shall be no hunting within WOLF LAKE Subdivision.

No firearms shall be discharged within one hundred (100) feet of any property line, roadway or easement of ingress and egress of the subdivision.

ARTICLE XIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended to successive periods of Ten (10) years unless, by vote of a majority of the then owners of the Lots described herein, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

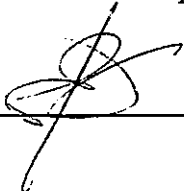
BOOK 1056 PAGE 306

ARTICLE XIV

Invalidation of any of these covenants or any part thereby judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XV

No commercial timbering will be permitted upon any Lot. However, clearing for homesites will be permitted.



(Seal)

I MARSHA E. BRICKER Notary Public of the State of North Carolina, County of Jackson doth hereby acknowledge that EO TILFORD personally appear before me and execute the foregoing instrument.

This the 13TH Day of AUG. 1999

My Commission expire My Commission Expires May 5, 2002



Recorded in the Jackson County Registrar of Deeds, Sylva North Carolina, in Book 1 Page 1. This the 13 Day of Aug 1999.

NORTH CAROLINA
JACKSON COUNTY

The foregoing certificate of Marsha E. Bricker a Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office in Book 1056 at page 306

This 16th of August 1999 3:45 p. M.

Register of Deeds Joe Hamilton